



**OFFEROR SHALL COMPLETE THE FOLLOWING INFORMATION:**

**GSA Contract Number  
& Expiration Date:** \_\_\_\_\_

**DUNS NUMBER:** \_\_\_\_\_

**FED TAX ID#:** \_\_\_\_\_

**CAGE CODE:** \_\_\_\_\_

**PHONE NO:** \_\_\_\_\_

**FAX NO:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**NAICS 561320**

**NOTES:**

**1. Questions concerning this solicitation must be submitted in writing and may be faxed to ATTN: Sharon Crady at (502)624-7165/5869 or e-mail to [sharon.crady@knox.army.mil](mailto:sharon.crady@knox.army.mil).**

**2. All contractors wishing to do business with the government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR). Contractors can register online at [www.ccr.gov](http://www.ccr.gov). For assistance, contractors can call toll free 888-227-2423.**

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROVIDE PSYCHIATRY SERVICES AT TROOP CLINIC, FORT MCCOY, WISCONSIN, DURING THE PERIOD 1 JANUARY 2005 THROUGH 31 DECEMBER 2005. PURCHASE REQUEST NUMBER: W22PMH-4310-C112.	1,088	Hours	\$	\$

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to contract expiration.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>

(End of clause)

## AWARD

The award of any contract issued hereunder will be made to the lowest-priced, responsive, responsible, offeror that submits a qualified candidate after consideration of the following:

- A. Review of Curriculum Vitae for candidates' ability to meet the requirements of section 1.7 of the Performance Work Statement.
- B. Verification of current GSA contract.

## INSPECTION

Inspection of services to be furnished hereunder will be made by the Commander, MEDDAC, Fort Knox, Kentucky or his authorized representative.

## PAYMENT

The quantities included herein are estimates only, based on current anticipated government requirements. The government will pay the contractor monthly, for services performed during the preceding month, upon submission of proper invoices, the prices stipulated in this contract for the services delivered and accepted, less any deductions provided in the contract.

## INVOICES

The contractor shall submit invoices to the Defense Finance Accounting Services paying office indicated in Block 18a of the contract document (SF 1449), with a copy furnished Ireland Army Community Hospital, Attn: Denise Hester, MCXM-PDS, Building 851, Fort Knox, KY 40121-5000. All invoices must contain some sort of identifying invoice/account number along with the purchase order and/or contract number. Failure to do so will result in delay of payment.

## CONTRACT PERIOD

Any contract awarded as a result of offers received under this solicitation shall extend from 1 January 2005 or date of contract award, whichever is later, through 31 December 2005, both dates inclusive, unless sooner terminated under the terms of the contract.

## CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Directorate of Contracting, Contract Administration Division, Building 1109B RM 250, Fort Knox, KY. Changes in or deviation from the scope of work shall not be effected without a written modification to the contract executed by the Contracting Officer.

#### PERFORMANCE WORK STATEMENT

All work shall be performed in accordance with the "Performance Work Statement for Psychiatry Services at at Fort McCoy, Wisconsin," dated 3 November 2004, attached hereto.

#### PRIVACY OF PROTECTED HEALTH INFORMATION (DEC 2002)

(a) Definitions. As used in this clause:

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(f) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(h) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(i) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

## General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [None].

## Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

## Obligations of the Government

### Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

#### Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

#### Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of



Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

#### Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

DELTA BADGES The services performed under this contract have been identified as mission (emergency) essential. The services shall continue during emergency situations, such as ThreatCon Delta. In order to gain access to the Fort Knox, KY, installation during these conditions, contractor personnel shall be required to present Delta Badges. Upon contract award and upon change, the contractor shall provide the Contracting Officer with the name, address, and telephone number of an individual to act as the contractor representative responsible for managing Delta Badges. The contractor shall be responsible for coordinating with the government to identify those personnel who require Delta Badges. The contractor shall be responsible for applying for, obtaining, and turning in the badges, and accounting for the badges in accordance with current procedures.

# **PERFORMANCE WORK STATEMENT**

FOR

PSYCHIATRY SERVICES

AT

FORT MCCOY, WISCONSIN

3 November 2004

## **SECTION 1 GENERAL**

### **1.1. SCOPE OF WORK.**

1.1.1. The contractor shall provide a Psychiatrist to perform psychiatry services at the Troop Medical Clinic, 2669 West Regimental Avenue, Fort McCoy, Wisconsin. The contractor shall perform services of a nature and scope described herein in accordance with the precepts of the American Board of Psychiatry and Neurology or the American Osteopathic Board of Neurology and Psychiatry, the currently recognized national standards as established by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the American Medical Association and established principles and ethics of the medical profession. Contract psychiatrists shall abide by the medical treatment facility's (MTF) rules, regulations and bylaws, including the Medical Staff ByLaws as well as applicable Army regulations.

1.1.2. Patient population will include Department of Defense beneficiaries as determined by the Medical Department Activity (MEDDAC) Commander and will include all categories of beneficiaries.

### **1.2. PERSONNEL.**

1.2.1. The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, either military or civilian, unless such person seeks and receives approval in accordance with DoD 5500.7-R.

1.2.2. The contractor shall neither execute nor enforce "non-competition" agreements limiting employment of physicians on any future contracts involving MEDDAC, Fort McCoy, WI.

1.2.3. This is a personal services contract and contract physicians performing services under this contract are subject to supervision and professional medical direction of designated government personnel. All contract personnel performing services under this contract are subject to the supervision and direction of the Chief and/or NCOIC of the service where assigned and the Chief, Department of Behavioral Health (DBH), USA MEDDAC, Fort Knox, KY. Malpractice allegations against contractor employees based upon performance of this contract will be processed in accordance with government policy for allegations against its own employees. The government is a self-insurer for malpractice liability. Contractor employees are not required to carry malpractice insurance, and the government will not reimburse or otherwise pay for such insurance should any be purchased.

1.2.4. The contractor shall ensure that all contract physicians performing services under this contract shall be able to read, write and speak English well enough to effectively communicate with all patients and other healthcare providers.

#### 1.2.5. Identification (ID).

1.2.5.1. Contractor ID Badge. Contract personnel shall wear a visible identifying badge (nametag) on the left front of his/her outer clothing. Contract personnel shall wear this badge at all times while performing services under this contract. The badge must show the contract employee's full name, title and company name, e.g.:

Jane J. Jones, M.D.  
XYZ Healthcare Company

1.2.5.2. Civilian ID Card. Contract personnel shall be required to obtain an ID card in accordance with installation procedures. The NCOIC of the clinic will furnish the appropriate paperwork and instructions. Contract personnel shall turn in their ID card in accordance with the NCOIC's instructions upon termination of services under this contract.

1.2.6. Vehicle Registration. Contract personnel shall be required to register their privately owned vehicle in accordance with installation procedures.

1.2.7. The contractor shall hold the government harmless for any loss or damage to personal belongings of contractor personnel.

1.2.8. Contract physicians shall be required to submit to substance abuse testing (scheduled and unscheduled) in accordance with AR 600-85.

#### 1.3. CONTRACTOR'S REPRESENTATIVE.

1.3.1. The contractor shall designate, in writing, a representative for contract coordination and implementation to the Contracting Officer at least five (5) working days before commencing services under this contract. This representative may also serve as a health care provider. The contractor's representative shall be responsible for coordination of the contract with the Quality Assurance Evaluator (QAE) and shall be available to respond by phone to the Contracting Officer within 24 hours during the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding legal public holidays.

1.3.2. The contractor shall notify the contracting officer, in writing, of changes in the contractor representative no later than five (5) working days prior to said change.

#### 1.4. HOURS OF PERFORMANCE.

1.4.1. The contractor shall provide services eight hours per day, Monday through Friday, excluding legal public holidays, training holidays and other times the clinics are authorized to be closed by the Installation Commander. Clinic duty hours are 7:00 a.m. through 3:30 p.m., which includes a 30-minute unpaid lunch period.

1.4.2. Hours worked do not include travel time to reach the MTF. Signing in early or working through lunch does not constitute overtime. The contract physician shall sign in and out of their assigned workplace as a method of accounting for hours worked. The contract physician shall sign in and out at the beginning and end of each shift. The Government reserves the right to verify hours worked by the contract physician by implementing sign-in/sign-out logs or any other means including requiring the contract physician to utilize CHCS to sign-in and sign-out.

1.4.3. Contract employees may encounter long delays for vehicle inspection and identification checks upon entering and exiting the installation. The government will not reimburse the contractor for employee's time spent at installation checkpoints. Contract employees should plan accordingly and report to work at their scheduled duty time.

1.5. CONTINUITY OF SERVICES. The contractor is responsible for ensuring that required services are provided. Continuity of contract personnel is in the best interest of the government. The contractor shall submit a complete credentials application in accordance with Technical Exhibit 4, for backup or replacement personnel no later than 30

calendar days prior to scheduled performance. Backup and replacement personnel shall meet the requirements and qualifications as specified in this contract statement of work.

1.6. TRAINING HOLIDAYS. The military designates certain days of the year as “training holidays”. Training holidays are days designated by the MTF Commander the workday either preceding or following a legal public holiday. The number of training holidays may vary from year to year. The projected training holidays for Fiscal Year 2004 are provided below for informational purposes only:

10 OCT 03	Training Holiday (Friday)	16 JAN 04	Training Holiday (Friday)
13 OCT 03	Columbus Day (Monday)	19 JAN 04	Martin Luther King’s Birthday (Monday)
10 NOV 03	Training Holiday (Monday)	13 FEB 04	Training Holiday (Friday)
11 NOV 03	Veterans Day (Tuesday)	16 FEB 04	Presidents’ Day (Monday)
27 NOV 03	Thanksgiving Day (Thursday)	28 MAY 04	Training Holiday (Friday)
28 NOV 03	Training Holiday (Friday)	31 MAY 04	Memorial Day (Monday)
25 DEC 03	Christmas (Thursday)	02 JUL 04	Training Holiday (Friday)
26 DEC 03	Training Holiday (Friday)	05 JUL 04	Independence Day (Observed) (Monday)
01 JAN 04	New Year’s Day (Thursday)	03 SEP 04	Training Holiday (Friday)
02 JAN 04	Training Holiday (Friday)	06 SEP 04	Labor Day (Monday)

#### 1.7. QUALIFICATIONS.

1.7.1. The contract physician shall have successfully completed a residency-training program in General Psychiatry accredited by the American Board of Psychiatry and Neurology or the American Osteopathic Board of Neurology and Psychiatry.

1.7.2. The contract physician shall be board certified by either the American Board of Psychiatry and Neurology or the American Osteopathic Board of Neurology and Psychiatry.

1.7.3. The contract physician shall have current experience as a practicing psychiatrist, with a minimum of one (1) year of experience, within the past 18 months.

1.7.4. The contract physician shall have and maintain a valid, unrestricted state license in any state in the United States, District of Columbia, or the territory of Puerto Rico to practice medicine, and a current Drug Enforcement Administration (DEA) registration. The licenses and registration must be renewed and maintained in a current status during the life of the contract.

1.7.5. The contract physician shall have current Basic Life Support (BLS) certification from the American Heart Association. Advanced Cardiac Life Support or other advanced certification does not supersede BLS completion.

1.7.6. The contract physician shall not be the subject of a current or pending investigation of appeal by any medical licensing board to determine whether the individual has engaged in unprofessional conduct or substandard medical practice which may result in the suspension or restriction of the individual's medical license. The contractor shall not have had any adverse licensure actions, i.e. suspension or revocation, in the past.

1.8. CONTINUING EDUCATION (CE) REQUIREMENTS. Contract health care providers licensed, registered or certified by state or national boards or associations shall continue to meet the minimum standards for CE to remain current. CE shall be obtained at no cost to the government.

#### 1.9. CREDENTIAL REVIEW/PRIVILEGING.

1.9.1. The requirements of the government as stated in this statement of work (SOW) are for the performance of professional medical services. Privileges are granted by commanders of Army medical treatment facilities (MTF's). As a prerequisite to performance under this contract, the contract physician must be privileged by the MTF

Commander.

1.9.2. Technical Exhibit 2 provides a detailed explanation of an application required for the MTF Credentials Committee to grant privileges. The government will furnish the DA and IACH forms listed in Technical Exhibit 2 to the contractor upon award. The contractor shall submit a complete credentials application as outlined in Technical Exhibit 2 no later than ten (10) calendar days after notification of award.

1.9.3. The contractor shall submit copies of the following documents with bid for their physician applicant:

1.9.3.1. Copy of medical school diploma.

1.9.3.2. Copies of postgraduate training certificates from an accredited program (Internship, Residency, and/or Fellowship, if applicable).

1.9.3.3. Copy of specialty board certification.

1.9.3.4. Copy of Educational Commission for Foreign Medical Graduates (ECFMG) certification, if applicable.

1.9.3.5. A copy of all current licenses (wallet copy that indicates expiration date). (The complete packet must contain copies of all current and inactive licenses.)

1.9.3.6. Copy of current Basic Life Support (BLS) certification.

1.9.3.7. Curriculum Vitae. The C.V. must cover all periods of time beginning with entrance into college/training institute up to the present time. Include dates and addresses of all hospital appointments. Give a current home and work address. Include place and date of birth.

1.9.3.8. Copy of Drug Enforcement Administration (DEA) registration.

1.9.3.9. Copies of all Continuing Education (CE) certificates for the past year.

1.9.3.10. Two current reference letters. Letters must verify experience and competence to include clinical judgement, rapport, emotional stability, physical health, ethical and professional conduct, etc. See Technical Exhibit 2, Application for Hospital Privileges, for acceptable reference sources.

1.9.4. The privileging process is subject to the provisions of Army Regulation (AR) 40-68, Medical Services, Quality Assurance Administration and any subsequent changes to that regulation or any successor regulations that might evolve. The Credentials Committee established at the MTF is the sole agency authorized to accept applications for privileges

submitted by the contractor to make recommendations to the commander on the granting of privileges. The MTF commander is the final authority for approving or denying clinical privileges.

1.9.5. The MTF commander is the sole authority who can revoke or otherwise restrict the privileges of physicians whom he/she determines is not qualified to perform the contract services. Once privileges are granted, subsequent actions taken concerning the privileges of the contract physician, including any limitation on privileges, will be governed by the procedures in AR 40-68.

1.9.6. Actions taken that suspend, revoke, place in abeyance, or otherwise restrict the privileges of contract physicians resulting in those physicians not being authorized to perform under the contract do not excuse the contractor from performing. Replacement contract physicians must be provided according to the terms of this contract.

1.9.7. Adverse actions on contract physician privileges, once action is taken by the commander, may be appealed locally by the contract physician under the provisions of AR 40-68, but are final and cannot be appealed by the contractor.

#### 1.10. EMPLOYEE CREDENTIALING HISTORY.

1.10.1. The contractor shall not employ any individual to provide direct health care services who, within 7 years prior to employment has had his/her clinical privileges limited, suspended, or revoked by any health care facility, public or private, anywhere in the world. Limitation of clinical privileges, as used in this paragraph, refers to a partial withdrawal/reduction of clinical privileges as a result of a determination, or pending investigation to determine that an individual has engaged in unprofessional conduct or substandard medical practice or is incompetent to perform certain medical practice.

1.10.2. The contractor shall not employ any individual to provide services under this contract who is the subject of a current or pending hearing or appeal brought by any health care facility, public or private, anywhere in the world, which may result in the limitation, suspension or revocation of the individual's clinical privileges.

#### 1.11. CONTRACTOR RESPONSIBILITIES.

1.11.1. The contractor shall take specific action, including Primary Source Verification, to ensure that the contract physician's application submitted for privileging has the required prerequisites and does not have disqualifying impediments for privileges at the MTF. Technical Exhibit 2 lists those documents required for a complete credentials application.

1.11.2. The contractor shall comply with requests for personal interviews with their applicant, and make the applicant available for interview via telephone prior to the Government's preliminary acceptance of the applicant.

#### 1.12. HEALTH REQUIREMENTS.

1.12.1. The contract physician shall comply with the Health and Immunization Requirements outlined in Technical Exhibit 3. The expense for all physical examinations required under the provisions of this contract shall be borne by the contractor at no additional cost to the government.

1.12.2. The contract physician shall provide current certification of health at the time of the initial request for clinical privileges and annually thereafter. In addition to the physical examination certificate, the examining physician shall complete Technical Exhibit 3-A annotating immunizations and test results. The contractor shall furnish copies of all laboratory results when certifying immunity by titers or serologic testing.

1.12.3. The contract physician shall have no health or physical disability restrictions that interfere with the performance of duties.

#### 1.13. OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS.

1.13.1. Prior to performance under this contract, the contractor shall provide the QAE a written statement attesting to the fact that the contract physician has received information and training from the contractor as required by Occupational Safety and Health Administration (OSHA) Standards, dated December 1991, subject Occupational Exposure to Bloodborne Pathogens (29 CFR Part 1910.1030).

1.13.2. The government will provide site-specific training to satisfy the remaining OSHA requirements and the related infection control requirements of the local clinics. The training will be provided as part of, or in addition to, initial orientation.

1.14. ADP SECURITY REQUIREMENTS. The contract employee under this contract shall have access to and/or process information requiring protection under the Privacy Act of 1974, these positions are considered "ADP Sensitive" positions. Compliance with DoD Directive 5200.28, DoD 5200.2-R, AR 380-19 and AR 380-67 (for Army), and applicable regulations for other services, is mandatory for ADP Sensitive positions. Therefore, a National

Agency Check with Inquiries is required for each contract employee under this contract. The contractor shall

ensure that their employees cooperate with and assist the government in conducting the NAC. Contract employees will be fingerprinted and required to complete the appropriate forms, usually a Standard Form 85-P, Questionnaire for Public Trust Positions. A copy of SF 85-P will be provided upon award. The contractor shall advise their employees that a positive report is needed as a condition of continued employment under this contract.

**1.15. REQUIRED LICENSES AND PERMITS.** The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal and state laws, codes, and regulations in connection with the performance of the type of services required by the contract.

**1.16. PERSONAL APPEARANCE.**

1.16.1. Contract personnel shall dress in a neat, professional manner in good keeping with standard health care practices. Shoes shall cover the foot to meet sanitation and safety requirements. The contract employee's clothing shall cover any offensive or vulgar tattoos. Contract personnel shall not display (wear) any jewelry and/or ornaments associated with pierced skin or other body piercing with the exception of pierced earrings on the ear. Tank top shirts, cut-offs, shower shoes or similar items of apparel are specifically prohibited.

1.16.2. Facial hair (including beards, mustaches, sideburns) shall be controlled (restrained) or trimmed so it will not interfere or inhibit safe and sanitary work practices; hair (head or facial) shall not look unkempt or unclean.

**1.17. IMPAIRED PERSONNEL.**

1.17.1. The contractor is responsible to provide physicians who are adequately rested and fully physically and mentally capable of performing the duties required under this contract.

1.17.2. Contract personnel shall not be permitted on the installation when their presence is considered detrimental to the security of the installation. At any time during the performance of this contract, the contracting officer may direct the contractor to immediately remove any contract physician whose actions or impaired state raise reasonable suspicion that clear and present danger of physical harm exists to a patient, other contractor employee, government personnel or to the impaired individual. Intoxication or debilitation resulting from drug use, insubordination, theft, or patient abuse will result in removal of contract personnel. Removal of contract employees for any reason does not relieve the contractor of the requirement to perform services specified herein.

1.17.3. If a removal occurs, the QAE will contact the contractor's representative within 24 hours, who will formally meet with the contracting officer or his authorized representative to discuss further action.

1.17.4. If after any investigation deemed necessary by government representatives and discussion with the contractor's representative, the Contracting Officer concludes that the employee's impairment requires permanent removal from performance under the contract, the Contracting Officer will notify the contractor that permanent removal is required. In the event of disagreements between the government and the contractor's representative concerning matters of impaired personnel, the decision of the Contracting Officer will be final. During the period of time between the removal on suspicion of impairment and the final decision of the Contracting Officer, the contractor shall provide a replacement employee in accordance with the terms of this contract.

**1.18. STAFF ORIENTATION/TRAINING.** The contract physician shall complete any staff orientation or training required as a precondition/condition of performance as may be prescribed by the Commander, Ireland Army Community Hospital. Required orientation/training will be provided via classroom instruction or review of written materials. Such orientation/training may include newcomer's orientation, annual birth month training, Composite Health Care System (CHCS) and Ambulatory Data System (ADS) computer training, TRICARE provider training, instruction in standing operating procedures, local in-services, hazardous communications, quality improvement policies, OSHA standards, safety programs, JCAHO standards, etc. Performance of this orientation/training shall be conducted during the contractor physician's regularly scheduled shift at no additional cost to the government.

1.19. SAFETY. The contractor shall comply with all safety procedures and practices associated with the MTF.

1.20. MANPOWER REPORT. The contractor shall furnish the Contracting Officer, not later than the fifth working day of each month, a written list of employees who worked and number of hours worked in accomplishing the services during the previous month.

1.21. GOVERNMENT QUALITY ASSESSMENT AND IMPROVEMENT (QA&I). The government will monitor the contractor's performance under this contract using the QA&I procedures established by the MTF. Additionally, the contractor's performance is subject to scheduled and unscheduled review by the Quality Improvement/Risk Management Committee as defined by the MTF QA&I Plan and AR 40-68.

## SECTION 2 DEFINITIONS

2.1. AR. Army Regulation.

2.2. DA. Department of the Army.

2.3. DoD. Department of Defense.

2.4. IACH. Ireland Army Community Hospital

2.5. JCAHO. Joint Commission on Accreditation of Healthcare Organizations.

2.6. MEDCOM. Medical Command.

2.7. MTF. Medical Treatment Facility – Hospital or Clinic.

2.8. OSHA. Occupational Safety and Health Administration.

2.9. SOW. Statement of Work.

2.10. AMBULATORY DATA SYSTEM (ADS). An automated clinical information system used for statistical documentation of ambulatory medical care. This computerized system is designed to monitor and track ambulatory encounters and to document patient diagnoses and treatment in order to support the management of patient care.

2.11. COMPOSITE HEALTH CARE SYSTEM (CHCS). An automated medical information system that will provide integrated support for the functional work centers of inpatient and outpatient care facilities, patient administration, patient appointments and scheduling, nursing, laboratory, pharmacy, radiology, and clinical dietetics.

2.12. CONTRACTING OFFICER. The person duly appointed by the government with the authority to enter into and administer contracts on behalf of the government.

2.13. CREDENTIAL REVIEW AND CLINICAL PRIVILEGING. The formal process of reviewing credentials and granting clinical privileges to health care practitioners. This process is conducted under the provisions of the Department of Defense, the Department of the Army, and Ireland Army Community Hospital.

2.14. LEGAL PUBLIC HOLIDAYS [established by 5 U.S.C. 6103 (a)]:

New Year's Day	1 January
Martin Luther King Jr's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July



Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	11 November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	25 December

2.15. NCOIC (Noncommissioned Officer in Charge). The ranking enlisted military staff member assigned to a clinic/ward who performs the duties of supervisor and/or administrator.

2.16. PRIMARY SOURCE VERIFICATION. Confirmation from a primary source (granting agency) or a service that confirms credentials from a primary source that the information provided by the health care provider is current, correct, and substantiates qualifications.

2.17. QUALITY ASSESSMENT AND IMPROVEMENT. Those actions taken by the government to check services to determine that they meet the requirements of the SOW, requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), MEDCOM, and individual hospital medical staff quality assessment and improvement program.

2.18. QUALITY ASSURANCE EVALUATOR (QAE). The representative of the Contracting Officer who normally performs surveillance of the contract.

2.19. QUALITY CONTROL. Those actions taken by the contractor to control the services provided to ensure they meet the requirements of the SOW.

2.20. REPLACEMENT PERSONNEL. Contract personnel selected to fill a position for the duration of the contract period, which was previously occupied by another contract employee.

### SECTION 3 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1. GENERAL. Government-furnished property under this contract will be furnished to the contractor at no cost and shall only be used in performance of services under this contract.

3.1.1. During the hours of performance under this contract, the contractor shall have the use of space currently available in the assigned clinic of the MTF for performing contract services. The contractor shall make no alterations to the office/clinic space without specific written approval from the Clinic NCOIC. The contractor's items of clothing, personal effects or equipment cannot be secured on the work site during his/her absence.

3.1.2. The government will furnish all supplies necessary for medical care in the MTF except as noted in paragraph C.4.

3.1.3. Government equipment currently on hand will be made available to the contractor for use in performing services under this contract.

3.1.4. The government will furnish heat, air conditioning, electricity, water and sewer service, refuse collection, custodial services and telephone service. Telephones, facsimile machines, copiers and computer equipment are authorized for transaction of official government business only and shall not be used for personal business. Telephones, facsimile machines, and computer equipment are subject to communications security monitoring at all times.

3.2. TRAINING. The government will furnish training on the Composite Health Care System (CHCS) and the Ambulatory Data System (ADS) as applicable. The government will schedule training for the contractor. The government will schedule training during the contractor's scheduled duty hours. Successful completion of required computer training is a condition of employment.

3.3. KEYS. The contractor may be issued keys. The contractor shall safeguard the keys from loss, theft or

destruction, and must display all keys signed for at scheduled or unscheduled key control inspections. The contractor shall be required to reimburse the government for lost keys or lock set if lock sets are required to be replaced as a result of lost keys.

#### SECTION 4 CONTRACTOR-FURNISHED EQUIPMENT/MATERIALS

4.1. RUBBER STAMP. The contract physician shall have his/her own rubber stamp containing their full name, degree and DEA number. The stamp will be placed on all forms and documentation having the contract physician's signature.

4.2. STETHOSCOPE/SMOCK. The contractor shall provide each contractor physician his/her own stethoscope and white physician's smock. The contractor shall ensure that, when worn, the smock is clean and in good repair.

4.3. BADGE. The contractor shall provide an identification badge for each employee as specified in C.1.2.5.

#### SECTION 5 SPECIFIC TASKS

##### 5.1. GENERAL.

5.1.1. The quality of psychiatric physician services shall meet or exceed reasonable standards of professional practice as determined by the authority that governs military medical professionals in the same discipline.

5.1.2. The provision of services under this contract is part of the managed care network of providers under the Department of Defense TRICARE Program. The managed care network of military facilities, government contractors, and civilian preferred providers establishes a continuum of medical services for eligible beneficiaries. As part of the network, the contract physician will be required to interface with network participants, including other government contractors in order to appropriately manage services for the beneficiaries. Contact with other government contractors will be for the purpose of coordinating services only. All contract compliance and performance guidance will come from the Contracting Officer and/or the QAE.

5.1.3. The contract physician shall see psychiatric patients at a rate of one (1) appointment per hour for new appointments and two (2) per hour for follow-up appointments.

5.1.4. The contract physician shall evaluate and manage urgent or emergent problems as such patients present for care.

5.1.5. The contract physician providing services under this contract shall have sufficient education, training, experience, and demonstrated current competency to satisfactorily perform the duties of prevention, diagnosis, and treatment of mental, addictive, and emotional disorders, to include, but not limited to, the following:

- Depression
- Anxiety
- Substance Abuse
- Psychosis
- Developmental Disabilities
- Sexual dysfunction
- Adjustment reactions

5.1.6. The contract physician shall evaluate and treat service members and their families for behavioral health concerns in accordance with applicable Department of Defense, U.S. Army, Installation and facility directives, guidelines, programs and administrative requirements. The contract physician shall demonstrate skills in interviewing, examining, assessing, and managing patients with general psychiatric health problems. The contract physician shall provide crisis intervention and ongoing psychotherapy/medical management. The contract physician shall provide pharmacologic therapeutic interventions as necessary. The contract physician shall work as a team

member with other mental health providers, e.g. social worker, to coordinate treatment planning.

5.1.7. Contract physicians performing services under this contract shall have sufficient experience to be able to perform tasks which may include, but are not limited to the following:

- Consult with consultants as appropriate
- Complete all required paperwork
- Obtain an adequate history, assessment, and plan in a timely and appropriate manner on each patient and develop a treatment plan
- Utilize paraprofessional staff as appropriate
- Act as a consultant to primary care physicians or to non-medical psychotherapists
- Perform documentation and patient care in accordance with JCAHO guidelines

5.1.8. The contract physician shall understand the biological, psychological, and social components of illness and initiate requests for diagnostic laboratory tests, prescribe medications, evaluate and treat psychological and interpersonal problems, and give continuing care for psychiatric problems.

5.1.9. The contract physician shall prepare and document appropriate history and diagnosis. Maintain documentation of all treatment provided in accordance with MTF directives and prepare such records and reports as may be required. The contract physician shall ensure all documentation and reports are legible.

5.2. PHARMACY. The contract physician shall become familiar with the MTF formulary. The contract physician shall prescribe pharmaceuticals according to the availability of drugs listed therein. The IACH Pharmacy Service will provide instructions to the contractor on substitutability of generic drugs for prescribed drugs.

5.3. OTHER SERVICES. The contract physician shall perform peer review, chart review and other quality assurance functions in accordance with Department of Behavioral Health 's Quality Assurance Program as directed by the Deputy Commander for Clinical Services or his designated representative. The contract physician shall participate in consultant visits, staff meetings and conferences as scheduled by the Chief, Department of Behavioral Health. These tasks are accomplished in conjunction with routine work.

#### 5.4. MEDICAL RECORDS.

5.4.1. The contract physician shall maintain outpatient medical records in accordance with AR 40-66. Medical records completed by the contract physician shall be subject to review by a medical records review committee established by Ireland Army Community Hospital. The contract physician will be notified by the Government of deficiencies in entries in his/her medical records and shall correct the deficiencies.

5.4.2. Medical records will remain the property of the Government. The Government will retain complete control and jurisdiction of the patient.

5.4.3. The contractor shall meet the following accuracy and completeness standards for outpatient records.

5.4.3.1. Document outpatient records with the diagnosis or differential diagnosis (impression), diagnostic studies ordered and medication prescribed.

5.4.3.2. Complete outpatient records before the practitioner departs from the clinic on the day that care is provided.

5.4.4. The contract physician shall place his/her physician's stamp on all forms and documents having his/her signature.

5.5. COMPOSITE HEALTH CARE SYSTEM (CHCS). The contractor shall use the Composite Health Care System (CHCS) for keeping records, ordering of ancillary procedures, ordering of medication, writing doctor's orders, and performing other required patient record functions.

5.6. PRIVATE PRACTICE. The contractor shall not recommend or suggest to persons authorized to receive medical care at Army expense that such persons should receive medical care from the contractor any place other than at the Army hospital. The contractor shall not bill a patient, an insurer, or anyone else for services rendered. The only compensation the contractor is entitled to for performance of the contract is payment the contract specifies. The contractor is not prohibited, by reason of his employment under this contract from conducting a private medical practice, if there is no conflict with the performance of duties under the contract and the contractor does not use government facilities or other government property in connection therewith.

5.7. CONFIDENTIALITY. The contractor shall abide by AR 40-3 and AR 40-66 concerning the nature of limited privileged communication between patient and health care provider for security and personnel reliability programs. The contractor shall abide by AR 40-66 concerning the confidentiality of patient records, as embodied in federal statutes including the Privacy Act of 1974 and the Drug and Alcohol Act, Public Law 92-129. The contractor shall direct all requests for medical information on patients to the Chief, Patient Administration Division. The contractor shall not release any medical or personal information on a patient without first receiving written approval from the government.

5.8. HIPAA. The contractor shall abide by the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91.

5.8.1. The contractor shall not use or further disclose Protected Health Information other than as permitted or required by this contract or as required by Law. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information. The contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of Protected Health Information by the contractor in violation of the requirements of this contract. The contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract. The contractor shall document, in a time and manner designated by the Government, any disclosure of Protected Health Information as would be required for the Government to respond to a request by an individual for an accounting of disclosure of Protected Health Information.

5.8.2. Contractor personnel shall follow the established procedures of their assigned department/clinic to safeguard the patient's Protected Health Information. Unauthorized or inappropriate disclosure of Protected Health Information by contractor personnel performing services under this contract will be cause for separation.

5.9. NEW PROCEDURES. The contractor shall not introduce new procedures or services without prior approval of the Chief, Department of Behavioral Health. In disagreements or deviations from established protocols, the Deputy Commander for Clinical Services will be the deciding authority.

5.10. DISCLAIMER. The contractor shall not use patient care rendered pursuant to this agreement as part of a study, research grant, or publication without the prior written consent of the Contracting Officer.

5.11. EMPLOYEE PERFORMANCE RECORD. The contractor shall complete the Physician Utilization/Survey Worksheet monthly. The contractor physician shall forward the worksheet to the MEPR Section through the NCOIC of the Clinic NLT 10 calendar days following the last calendar day of the previous month. The government will furnish the Physician Utilization/Survey Worksheet.

5.12. INFECTION CONTROL. The contract physician shall adhere to the Centers for Disease Control guidelines concerning standard precautions and MEDDAC Memo 40-15, Infection Control Program, at all times while providing services under this contract.

5.13. LITIGATION. In the event of litigation/investigation of a claim of liability or malpractice, the contract physician shall cooperate fully with government authorities and designated officials in the investigation of the claim or preparation of litigation. Contract personnel shall:

5.13.1. Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.

5.13.2. Cooperate with the government, without further compensation, in the processing, review, settlement or defense of the suit, action or claim.

5.13.3. Authorize government representatives to settle or defend the claim and to represent the health care provider in, or take charge of, any litigation involved in such an action. The health care provider may, at their own expense, participate in defense of such claim or litigation.

5.14. **PATIENT SENSITIVITY.** The contract physician shall respect and maintain the basic rights of patients, demonstrating concern for patient dignity and human relationships. Contractor physicians receiving patient complaints validated by the Chief, Department of Behavioral Health, shall be subject to counseling and, depending on the nature and severity of the complaint and/or number of complaints separated from performing services under this contract.

5.15. **COMMUNICATION.** The contractor shall ensure contract providers maintain open and professional communication with MTF staff. Complaints validated by the Chief, Department of Behavioral Health shall be reported in writing to the contractor for action. Failure of the contractor to correct validated complaints raised by the MTF staff will be considered as failure to perform.

6. **APPLICABLE PUBLICATIONS.** Documents applicable to this contract are listed below and have been coded as mandatory. The contractor shall follow those coded as mandatory and only to the extent stated in this contract when a specific part of the document is referenced herein. Supplements or amendments to these mandatory publications may be issued during the life of the contract. Any such changes to mandatory publications which cause a change in the scope of performance within the meaning of the “Changes” clause will not be implemented by the contractor until a change order or modification is issued by the Contracting Officer. The government will make these references available to the contractor at the start of the contract and will post and update these references.

PUBLICATION	TITLE/DATE
AR 40-1	Composition, Mission, and Functions of the Army Medical Department, 1 Jul 83
AR 40-3	Medical, Dental and Veterinary Care, 12 Nov 02
AR 40-5	Preventive Medicine, 15 Oct 90
AR 40-66	Medical Record Administration and Health Care Documentation, 10 Mar 03
AR 40-68	Quality Assurance Administration, 20 Dec 89
AR 40-501	Standards of Medical Fitness, 29 Aug 03
AR 190-51	Security of Unclassified Army Property (Sensitive and Nonsensitive), 30 Sep 93
AR 380-19	Information Systems Security, 27 Feb 98
AR 380-67	The Department of the Army Personnel Security Program, 9 Sep 88
AR 385-10	The Army Safety Program, 29 Feb 00
AR 600-85	Army Substance Abuse Program (ASAP), 1 Oct 01
MEDDAC Reg 40-9	Pharmacy and Medication Policies and Procedures, 11 Jun 03
MEDDAC Reg 40-12	Code Blue/Medical Urgency, 17 Aug 98
MEDDAC Memo 1-1	MEDDAC Smoking Policy, 1 Apr 95
MEDDAC Memo 1-15	Patient and Family Education Program, 28 Feb 03
MEDDAC Memo 1-16	Workplace Violence Prevention Program, 1 Mar 98 w/change
MEDDAC Memo 15-3	Ireland Army Community Hospital, Ethics Committee, 6 May 03
MEDDAC Memo 40-15	Infection Control Program, 8 May 00
MEDDAC Memo 40-17	Continuous Quality Improvement Program, 20 Dec 96, w/changes
MEDDAC Memo 40-21	Life Support Measures for Patients, 27 May 91
MEDDAC Memo 40-22	Point of Care Testing Laboratories, 2 May 00
MEDDAC Memo 40-26	Utilization Management, 8 May 03
MEDDAC Memo 40-37	Sentinel Event: Evaluating Cause and Planning Improvement, 18 Apr 00
MEDDAC Memo 40-38	Informed Consent, 1 May 00
MEDDAC Memo 40-39	Do-Not-Resuscitate (DNR) or “No Code” Orders, 1 May 00

MEDDAC Memo 350-5	Staff Education and Training, 1 May 00
MEDDAC, Fort Knox	Patient Bill of Rights
MEDDAC, Fort Knox	Staff Rights
DoD Directive 5200.2	DoD Personnel Security Program, 9 Apr 99
DoD Directive 5200.28	Security Requirements for Automated Information Systems (AISS), 21 Mar 88
DoD Reg 5500.7	Joint Ethics Regulation, Aug 93 w/changes
DoD Reg 6025.18	DoD Health Information Privacy Regulation, 24 Jan 03
DoD Instruction 1402.5	Criminal History Background Checks on Individuals in Child Care Svcs., 19 Jan 93
JCAHO Manual	Accreditation Manual for Hospitals, current edition
OSHA, Sub Z, 1910.1030	Bloodborne Pathogens
OSHA, Sub Z, 1910.1200	Hazard Communications

# ATTACHMENT 1

## DELIVERABLES

SECTION	TITLE	FORMAT	REQUIRED DATE	FREQUENCY	NO. OF COPIES	DISTRIBUTION
C.1.3	Designation of Contractor's Representative	Written Letter	NLT 5 working days prior to performance	Initially & Upon Change	1	Contracting Officer
C.1.9	Credentials	Written Documents/ Forms	NLT 10 calendar days after award for initial employees and NLT 30 calendar days prior to performance for backup employees	Initially & Upon Change	1	Contracting Officer
C.1.9.3	Preliminary Review of Applicants Credentials	Written Documents/	With bid	Initially	1	Contracting Officer
C.1.12	Health Requirements	Written Documents/ Form	With submission of credentialing documents	Initially & annually thereafter	1	Contracting Officer
C.1.13	Occupational Exposure to Bloodborne Pathogens Tng	Written Statement	Prior to performance for initial and subsequent employees	Initially & annually thereafter	1	Contracting Officer
C.1.20	Manpower Report	Written Report	NLT 5th workday of each month for the prior month time period	Monthly	1	Contracting Officer

## ATTACHMENT 2

### APPLICATION FOR HOSPITAL PRIVILEGES

The following documents must be submitted for review by the Ireland Army Community Hospital Credentials Committee as a prerequisite to recommending that clinical privileges be granted a provider:

1. Curriculum Vitae. Submit a current chronological curriculum vitae. This must cover all periods of time beginning with entrance into a college and/or training institution to the present time, to include all hospital appointments by dates, a current home address, phone number, professional address and phone, date and place of birth.
  2. Copy of Medical School Diploma with Primary Source Verification.
  3. Copies of Internship, Residency, Board Certification (if applicable), and any fellowship training certificates with Primary Source Verification.
  4. All state medical licenses and current renewal certificates (current and inactive) with Primary Source Verification.
  5. Drug Enforcement Administration Certificate (notarized), if applicable.
  6. Education Commission for Foreign Medical Graduates (ECFMG) Certification (verified), if applicable.
  7. Notarized copy of current BLS Certification. BLS must be sponsored by the American Heart Association or the American Red Cross content-equivalent of "CPR/AED for the Professional Rescuer."
  8. Notarized copies of Continuing Medical Education Certificates for the past year.
  9. Two, current (within past 12 months) original letters of reference for verification of experience and current competence to include clinical judgment, rapport with patients/staff, emotional stability, physical health, ethical and professional conduct, and timeliness of completing medical charts from the appropriate sources listed below:
    - a. Either the chief of staff of the hospital, the clinical administrator, the professional supervisor, or the department head, of affiliated hospital.
    - b. A letter from the director or a faculty member of the training program, if in a training program within the last five years.
    - c. A letter from a practitioner (in same discipline) who is in a position to evaluate the professional standing, character and ability, a peer and a professional association or society association is mandatory if self-employed.
- [NOTE: If possible, the original letters should come directly from the author to the Credentials Committee.]
10. DA Form 4691, Initial Application for Clinical Privileges. Complete all areas. Cover all periods of education to include dates. Any break in time during your professional education, postgraduate training or hospital assignments, please explain on the DA Form 4691, or a separate sheet of paper. To expedite your application, you may contact the institutions that can provide primary source verification and have them send a letter directly to the credentials office.
  11. DA Form 5754, Malpractice History and Clinical Privileges Questionnaire. Complete the Malpractice/Privileges Questionnaire. *INITIAL, DO NOT CHECK.* Dates of malpractice coverage and history of suits and claims will be verified for the seven (7) years prior to application.



[Provide the complete address(es) and policy number(s) of all current and past malpractice carriers for the past seven (7) years. To expedite the application, please have the malpractice carrier(s) submit a claims history check directly to the credentials office.]

12. DA Form 5440-series, Delineation of Privileges. DA Form 5440- series are used to request privileges and must be completed by the practitioner by placing a number beside each condition/procedure in the requested column. Check marks or X's are not acceptable. Areas not requested, enter appropriate number or line through and initial.

13. Statement of Affirmation. Read the release form, sign and date.

14. National Practitioner Data Bank Information. Complete the Data Information Sheet. This information is used to query the National Data Bank.

15. Complete the memorandum requesting clinical privileges and medical staff appointment.

ATTACHMENT 3  
HEALTH AND IMMUNIZATION REQUIREMENTS

All contract personnel performing direct health care services under this contract shall receive a general physical examination prior to commencement of services. The contractor shall provide a physical examination certificate and a completed Immunization Status Form (Technical Exhibit 3-A) along with copies of laboratory results, for each individual direct health care provider who will provide services under this contract at the time of initial request for privileges, and annually thereafter. The certificate shall state the date on which the physical examination was completed and the name of the physician who performed the examination. The physician performing the examination shall sign this certification. A physical examination administered more than 120 days prior to performance of the contract will not be considered adequate. The physical examination shall include the following.

- a. Test for the antibody to HIV (Human Immunodeficiency Virus) with documented results of the test.
- b. A history to show that the direct health care provider has completed a primary series of immunization with tetanus and diphtheria toxoids and that a booster dose is current (within the past 10 years).
- c. A history to show that the direct health care provider has completed an immunization series with a Hepatitis B vaccine (e.g., Recombivax, Engerix), or provide serologic evidence of immunity to Hepatitis B. A statement of declination is not acceptable.
- d. The physical examination shall also document serologic evidence of immunity to measles, mumps and rubella, or to provide documentation of immunization with 2 doses of measles, mumps and rubella (MMR) vaccine.
- e. Contractor's health care providers shall be screened for tuberculosis by a tuberculin skin test using the Mantoux technique. A skin test result of 10 mm of induration or more shall be required to have a chest roentgenogram and an evaluation performed. A tuberculin skin test of 10 mm of induration or more will require documentation providing an assessment of the patient (status of infection--active, inactive; need for preventive treatment or not as determined by age, history of BCG (Bacillus Calmette-Guerin) vaccination; duration of skin test positivity, etc.
- f. Documentation of positive antibody titer for varicella or date immunizations were given.
- g. If all the immunizations and test set forth in the preceding paragraphs have not been completed, the contractor shall issue a certificate providing evidence of immunizations and tests that have been completed or started and shall provide a schedule for the completion of unfinished immunizations and lab tests. After the schedule is completed, the contractor must provide an updated and complete certificate.
- h. All contract personnel performing direct health care services under this contract, who experience a parenteral (e.g., needle-stick or cut) or mucous membrane exposure (e.g., splash to the eye or mouth) to blood or bloody body fluids, shall receive prompt treatment. The medical treatment facility (MTF) will evaluate the source of exposure for risk of Hepatitis-A, Hepatitis-B, Hepatitis-C, and Human Immunodeficiency Virus (HIV) and will provide a report of the findings to the contract employee. It shall be the contractor's responsibility to provide appropriate treatment as needed to possibly include Tetanus-Diphtheria booster, Immune Globulin, Hepatitis-B vaccine booster, or Hepatitis-B Immune Globulin. The contractor shall be responsible for providing the contract employee with initial testing and if the source of exposure was unknown, positive, or considered at high risk for HIV infection, follow-up testing 3, 6, and 12 months after exposure. In the event of a confirmed or highly suspected parenteral exposure to HIV, the contractor shall insure that the contract provider receives appropriate counseling and is referred immediately to a private infectious disease specialist for consideration of any experimental therapy (e.g., AZT). The government may require the contractor to provide evidence of the status of treatment and testing of the individual provider under the contract.
- i. Failure to meet the requirements stated herein, or when test results determine a contract provider has a contagious disease, the Contracting Officer may, upon the advice of the MTF commander or his clinical staff, determine that such provider is not an acceptable individual to perform services under this contract.

### ATTACHMENT 3-A IMMUNIZATION STATUS

EMPLOYEE'S NAME: \_\_\_\_\_

#### HIV

NEGATIVE: \_\_\_\_\_ POSITIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

## HEPATITIS B

Serologic Testing  
(Specify Dates and Results):

HbsAG \_\_\_\_\_

HbsAB \_\_\_\_\_

Hepatitis Vaccine  
(Specify Dates Doses Given):

Dose #1 \_\_\_\_\_ Dose #2 \_\_\_\_\_

Dose #3 \_\_\_\_\_ Booster \_\_\_\_\_

#### TB STATUS

Mantoux Test PPD

PPD Given: \_\_\_\_\_

PPD Read: \_\_\_\_\_

Results: \_\_\_\_\_

Chest X-ray

Date of CXR: \_\_\_\_\_

CXR Results: \_\_\_\_\_

Results of Evaluation and Indication for Treatment: \_\_\_\_\_

#### MEASLES/MUMPS/RUBELLA

Positive Antibody Titer  
(Specify Dates and Results):

Measles: \_\_\_\_\_

Mumps: \_\_\_\_\_

Rubella: \_\_\_\_\_

MMR Immunization  
(Specify Dates Doses Given):

Dose #1 \_\_\_\_\_

Dose #2 \_\_\_\_\_

#### TETANUS & DIPHTHERIA (Specify Dates Given)

Dose #1 \_\_\_\_\_ Dose #2 \_\_\_\_\_ Dose #3 \_\_\_\_\_ Booster \_\_\_\_\_

#### VARICELLA

Positive Antibody Titer (Specify Dates and Results): \_\_\_\_\_

Varicella Immunization Given: \_\_\_\_\_

EXAMINING PHYSICIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE & DATE: \_\_\_\_\_

